1.SB Civil Writ Petition No.3239/1996
M/s Sanmati Cements Pvt Ltd Vs State of Raj & ors

2.SB Civil Writ Petition No.5962/1996
M/s Vashishtha Cement Pvt Ltd Vs State of Rajasthan & ors

3.SB Civil Writ Petition No.3402/1996
Sulabh Cements Pvt Ltd Vs State of Rajasthan & ors

10.8.2006

Hon'ble Mr Justice Ashok Parihar

Mr MM Ranjan
Mr RK Mathur – for petitioners
Mr AK Sharma
Rizwan Ahmed for Mr Ajeet Bhandari – for RIICO
Mr JK Agrawal, Addl GA – for the State

BY THE COURT:

Since on similar set of facts almost same relief has been claimed, all the writ petitions have been heard together and are being decided by this common order.

After initial allotment letter been issued, lease agreement was executed in favour of the petitioners for allotment of 10,000 square meters of land to each petitioners for establishing a cement factory. The lease agreement was executed on 30.6.1993 in favour of M/s Sanmati Cements Pvt Ltd and M/s Sulabh Cements Pvt Ltd, however, lease agreement in favour of M/s Vashishtha Cement Pvt Ltd was executed on 14.6.1993. Subsequently, all the three lease agreements were duly registered in July, 1993

itself. In the lease agreement, it had clearly been mentioned that the possession of the land in question had been given to the respective petitioners on 1.1.1993 itself. Subsequently, since the petitioners could not start production within two years as provided under rule 7 of the Rajasthan Land Revenue (Industrial Areas Allotment) Rules, 1959 (for short 'the Rules of 1959') as also the lease agreement show cause notices were issued to each of the petitioners and, thereafter, the allotment was cancelled on respective dates in October and November, 1995, which are under challenge in the present writ petitions. The petitioners have also challenged the validity of rule 7 of the Rules of 1959 on the ground that two years' period is arbitrary and unreasonable.

Learned counsel for the petitioners, with all vehemence at their command, submitted that the physical possession was never given to the petitioners and even proper demarcation of the plots, so allotted, was not made. It has also been submitted that establishing cement factories in the area in question was not feasible and they were even prepared to change the nature of industry. It has also been submitted that subsequently in the year 2000 even the period of two years have been extended to five years in the relevant Rules.

After hearing learned counsel for the parties I have carefully gone through the material on record as also

the relevant provisions of the Rules.

The date of allotment and cancellation of lease are not disputed so far. The date of possession i.e. 1.1.1993 has clearly been mentioned in each agreement but the petitioners did not object to this date at the time of execution of the lease agreement or even at the time of registration of the same. Thus, there is a legal presumption that the date mentioned in a valid registered document was correct. Rule 7 of the Rules of 1959 specifically provides that industries shall be set up within a period of two years on the land allotted for the purpose, failing which, the land shall be reverted to the government unless the period of two years is extended by the allotting authorities for valid reasons. While applying for the land and executing the lease agreement the petitioners were aware of the provisions of the rule 7 of the Rules of 1959, as such, now, they cannot be allowed to challenge the validity of the said rules after cancellation of their allotment. That apart, subsequently, the land has already been handed over to the Rajashtan State Industrial Development & Investment Corporation Ltd (RIICO) for development of industrial area.

Be that as it may, it cannot be disputed that for allotment of industrial plots a proper site plan is prepared by the department. In the lease agreement also, identification of the plots were made at the time of

execution of lease agreements. The submissions of counsel for the petitioners on the face of it appear to be wholly misconceived. A bare reading of the pleadings would show that the petitioners were never serious in establishing a factory for which allotment was made. Having considered entire facts and circumstances, I find no ground for any interference of this court in the present matter under writ jurisdiction.

Accordingly, the writ petitions are dismissed as having no merits.

(Ashok Parihar) J.

bnsharma